DEPARTMENT

Fair Work Act 2009
s.185—Enterprise agreement

Launceston Christian School (Inc.) T/A Launceston Christian School
(AG2018/2081)

LAUNCESTON CHRISTIAN SCHOOL (TEACHING STAFF)
ENTERPRISE AGREEMENT 2017 - 2020

Tasmania

DEPUTY PRESIDENT MASSON MELBOURNE, 9 OCTOBER 2018


[1] An application has been made for approval of an enterprise agreement known as the Launceston Christian School (Teaching Staff) Enterprise Agreement 2017 - 2020 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Launceston Christian School (Inc.) T/A Launceston Christian School. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the Fair Work Regulations 2009 is taken to be a term of the Agreement.

[5] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 October 2018. The nominal expiry date of the Agreement is 30 June 2020.

DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE500347 PR701076>
Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/2081

Applicant:
Launceston Christian School (Inc)
452a West Tamar Road
Riverside
Tasmania, 7250

Undertaking- section 190

I, Graeme Smith, Business Manager of Launceston Christian School give the following undertakings with respect to the Launceston Christian School (Teaching Staff) Enterprise Agreement 2017 – 2020 ("the Agreement"):  

1. I have the authority given to me by Launceston Christian School (the "employer") to provide this undertaking in relation to this application before the Fair Work Commission.

2. The employer will provide paid parental leave to employees covered by the proposed Agreement irrespective of gender in accordance with either clause 33.1 or 33.2 as appropriate provided that:

(a) the necessary agreement service requirements for an employee’s entitlement to a period of paid parental leave are satisfied; and

(b) the circumstances of the leave meet the NES requirements to be considered parental leave; and

(c) the employee can demonstrate he or she is the primary or secondary care giver for the child or children.

Employer name: Launceston Christian School (Inc)

Authority to sign: Mr Graeme Smith

Signature: 

Staff Representative: John Farrow

Date: 28 September, 2018
Note - the model flexibility term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

LAUNCESTON
CHRISTIAN
SCHOOL

Teaching Staff Enterprise Agreement

2017 - 2020

Final
# ARRANGEMENT

1. ARRANGEMENT ........................................................................................................................................... 2
2. TITLE ............................................................................................................................................................. 3
3. SCOPE ............................................................................................................................................................ 3
4. PARTIES TO THE AGREEMENT ...................................................................................................................... 3
5. SUPERSESSION ............................................................................................................................................... 3
6. DATE AND PERIOD OF OPERATION ........................................................................................................... 3
7. RELATIONSHIP TO THE MODERNISED AWARD AND NES ........................................................................... 3
8. PURPOSE OF THE AGREEMENT ................................................................................................................... 4
9. DISPUTE RESOLUTION ................................................................................................................................... 4
10. AGREEMENT FLEXIBILITY TERM ................................................................................................................ 5
11. AGREEMENT CONSULTATION TERM ......................................................................................................... 6
12. AGREEMENT VARIATIONS .......................................................................................................................... 7
13. JOB SECURITY AND FINANCIAL VIABILITY ............................................................................................... 7
14. SALARY ENTRY POINTS, PROGRESSION AND ATTENDANCE DAYS ............................................................... 8
14.1. TEACHER SALARIES ............................................................................................................................... 8
14.2. ENTRY POINTS AND PROGRESSION ....................................................................................................... 8
14.3. ATTENDANCE DAYS ............................................................................................................................... 9
14.4. UNFORESEEN HARDSHIP ....................................................................................................................... 10
15. RESPONSIBILITY ALLOWANCES ................................................................................................................ 10
16. ABSORPTION OF FWC ADJUSTMENTS ...................................................................................................... 10
17. NO FURTHER CLAIMS ............................................................................................................................... 10
18. CASUAL EMPLOYEE ............................................................................................................................... 11
19. PART-TIME EMPLOYEES .......................................................................................................................... 11
20. PROFESSIONAL DEVELOPMENT .............................................................................................................. 11
21. BUSINESS RELATED EXPENSES AND TRAVEL .................................................................................... 11
22. REPLACEMENT TEACHER ........................................................................................................................ 11
23. CONTACT TIME .......................................................................................................................................... 12
24. SALARY PACKAGING ............................................................................................................................... 12
25. SUPERANNUATION ....................................................................................................................................... 12
26. TERMINATION OF EMPLOYMENT AND REDUNDANCY PAY .................................................................... 12
27. LONG SERVICE LEAVE ........................................................................................................................... 13
28. CURRICULUM DEVELOPMENT .................................................................................................................. 13
29. WORKPLACE HEALTH AND SAFETY (WHS) ........................................................................................... 13
30. ADDITIONAL DUTIES AND MINIMUM BREAKS ..................................................................................... 14
31. CONSULTATIVE COMMITTEE .................................................................................................................... 14
32. SCHOOL HOLIDAY LEAVE AND ANNUAL LEAVE .................................................................................. 14
33. PAID PARENTAL LEAVE ........................................................................................................................... 14
33.1 PAID PARENTAL LEAVE FOR FEMALE STAFF ......................................................................................... 14
33.2 PAID PARENTAL LEAVE FOR MALE STAFF ........................................................................................... 15
34. SIGNATURES ................................................................................................................................................ 16
2 TITLE
This Agreement shall be known as Launceston Christian School (Teaching Staff) Enterprise Agreement 2017 – 2020.

3 SCOPE
This Agreement shall apply to Launceston Christian School in respect of the employment of Teachers.

4 PARTIES TO THE AGREEMENT
This Agreement shall be binding upon:

1) The Launceston Christian School (Inc.),
452a West Tamar Road, Riverside, Tasmania (the "Employer")
2) All Teachers employed by the Employer under the scope of the Educational Services (Teachers) Award 2010
3) The Independent Education Union Australia (the “Union”)

5 SUPERSESSION
This Agreement incorporates and supersedes all pre-existing arrangements dealing with the matters covered by this Agreement, provided that no right, obligation or liability incurred or accrued under the pre-existing arrangements shall be affected by the supersession.

6 DATE AND PERIOD OF OPERATION
This Agreement shall come into effect from the beginning of the first full pay period commencing on or after 1 July 2017 (or the date of commencement determined by Fair Work Commission if otherwise) and shall expire on 30 June 2020.

7 RELATIONSHIP TO THE MODERNISED AWARD AND NES
For the purpose of this clause the Modernised Award means the Educational Services (Teachers) Award 2010.

In addition, the National Employment Standards or NES, as they are known, prescribe the minimum employment conditions for all employees employed in the Federal jurisdiction (as is the case for employees covered by this Agreement and the Educational Services [Teachers] Award 2010).

It is important to note:

a) This Agreement incorporates the Educational Services (Teachers) Award 2010, as in force from time to time.
b) To the extent that a term of this Agreement deals with or provides for a term or condition contained in the Award this Agreement will override the award term or condition.
c) Where this Agreement is silent on a particular matter the relevant terms of the Award shall apply.
d) Where this Agreement and the Award are silent on a particular matter the relevant terms of the NES shall apply.
e) The NES provisions cannot be diminished by this Agreement (or any other form of Agreement).

Where a clause of the Modernised Award is varied or is not to apply this will be detailed at the commencement of the relevant clause. Where there is an unintentional diminution of a relevant provision of the NES by a provision of this Agreement the NES provision shall apply.
8 PURPOSE OF THE AGREEMENT

The purpose of the Agreement is:

a) To ensure the continuation of the stable industrial relations framework that exists in the School

b) To accept a mutual responsibility to maintain a working environment which will ensure that the Employer and its employees become genuine participants in, and contributors to, achieving the School's aims and objectives and developing its philosophy.

c) To safeguard and improve the quality of teaching and learning by encouraging the ongoing upgrading of professional skills and knowledge. The Employer and employees acknowledge that this upgrading of skills and experience can best occur when the Employer and employee share responsibility for professional development. This professional development is to be achieved by undertaking both in-service and external courses and training during school time and during the teachers’ time.

d) To enhance the education process by continually providing a Christ-centred foundation and perspective within the structure of the curriculum in harmony with the ethos of the School, defined within the Educational Purpose Statement as adopted by the Employer.

e) To acknowledge that Launceston Christian School facilitates the constructive involvement of parents in the life of the School and exists to provide learning and teaching opportunities that will support the Christian ethos of Launceston Christian School and its member families.

f) To acknowledge that the school is managed within the Constitution of the Launceston Christian School (Inc.) and within the Association's policy framework.

g) To provide a safe working environment.

9 DISPUTE RESOLUTION

(1) If a dispute relates to:
(a) a matter arising under the agreement; or
(b) the National Employment Standards;
this term sets out procedures to settle the dispute.

(2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

(3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

(4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

(5) The Fair Work Commission may deal with the dispute in 2 stages:
(a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
(b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

(6) While the parties are trying to resolve the dispute using the procedures in this term:

(a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

(b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

(i) the work is not safe; or

(ii) applicable occupational health and safety legislation would not permit the work to be performed; or

(iii) the work is not appropriate for the employee to perform; or

(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

(7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

10 AGREEMENT FLEXIBILITY TERM

For the life of this Agreement an individual employee covered by this Agreement and the Employer may agree to an individual flexibility arrangement varying the effect of the Agreement in relation to the employee and Employer, in order to meet the genuine needs of the employee and Employer.

Individual flexibility arrangements will be made in accordance with the model flexibility term set out in Schedule 2.2 of the Fair Work Regulations, 2009.

For the purposes of this clause Individual flexibility arrangements may be agreed in relation to matters covered by;

a) this Agreement; or

b) the Modernised Award; or

c) both the Agreement and the Modernised Award;

PROVIDED THAT they are confined to the following matters:

i. arrangements for when work is performed; or

ii. allowances; or

iii. leave loading

PROVIDED THAT a daily ceiling of six (6) hours of timetabled classes applies to any arrangement for when work is performed.
11 AGREEMENT CONSULTATION TERM

(1) This term applies if the employer:
   (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
   (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

   Major change

(2) For a major change referred to in paragraph (1)(a):
   (a) the employer must notify the relevant employees of the decision to introduce the major change; and
   (b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:
   (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
   (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:
   (a) discuss with the relevant employees:
      (i) the introduction of the change; and
      (ii) the effect the change is likely to have on the employees; and
      (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
   (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
      (i) all relevant information about the change including the nature of the change proposed; and
      (ii) information about the expected effects of the change on the employees; and
      (iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is likely to have a significant effect on employees if it results in:
   (a) the termination of the employment of employees; or
   (b) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
   (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
   (d) the alteration of hours of work; or
   (e) the need to retrain employees; or
   (f) the need to relocate employees to another workplace; or
   (g) the restructuring of jobs.
Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):
   (a) the employer must notify the relevant employees of the proposed change; and
   (b) subclauses (11) to (15) apply.

(11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(12) If:
   (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
   (b) the employee or employees advise the employer of the identity of the representative;
   the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:
   (a) discuss with the relevant employees the introduction of the change; and
   (b) for the purposes of the discussion—provide to the relevant employees:
      (i) all relevant information about the change, including the nature of the change; and
      (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
      (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
   (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1)

12 AGREEMENT VARIATIONS

Any proposal to vary this Agreement, other than in accordance with the process set out in sub-clause 14.2, shall occur in accordance with the requirements of the Fair Work Act.

13 JOB SECURITY AND FINANCIAL VIABILITY

The parties to the Agreement are committed to job security for teachers and the ongoing financial viability of the School.
14 SALARY ENTRY POINTS, PROGRESSION AND ATTENDANCE DAYS

14.1. TEACHER SALARIES

i. For the life of this Agreement this sub-clause overrides sub-clauses 14.1, 14.2 and 14.3 of the Educational Services (Teachers) Award 2010.

ii. Effective from the date of the lodgement of the Agreement, the minimum annual salary payable to a full-time employee will be determined in accordance with the provisions of clause 13 of the Educational Services (Teachers) Award 2010, and the following table:

<table>
<thead>
<tr>
<th>Level</th>
<th>FFPP* 1 July 2017</th>
<th>FFPP* 1 July 2018</th>
<th>FFPP* 1 July 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>$57,311</td>
<td>$58,457</td>
<td>$59,626</td>
</tr>
<tr>
<td>Step 2</td>
<td>$59,111</td>
<td>$60,293</td>
<td>$61,499</td>
</tr>
<tr>
<td>Step 3</td>
<td>$60,915</td>
<td>$62,134</td>
<td>$63,376</td>
</tr>
<tr>
<td>Step 4</td>
<td>$62,713</td>
<td>$63,967</td>
<td>$65,247</td>
</tr>
<tr>
<td>Step 5</td>
<td>$65,935</td>
<td>$67,254</td>
<td>$68,599</td>
</tr>
<tr>
<td>Step 6</td>
<td>$69,333</td>
<td>$70,720</td>
<td>$72,135</td>
</tr>
<tr>
<td>Step 7</td>
<td>$72,903</td>
<td>$74,361</td>
<td>$75,848</td>
</tr>
<tr>
<td>Step 8</td>
<td>$76,664</td>
<td>$78,198</td>
<td>$79,762</td>
</tr>
<tr>
<td>Step 9</td>
<td>$80,609</td>
<td>$82,221</td>
<td>$83,865</td>
</tr>
<tr>
<td>Step 10</td>
<td>$84,760</td>
<td>$86,455</td>
<td>$88,184</td>
</tr>
<tr>
<td>Step 11</td>
<td>$88,743</td>
<td>$90,518</td>
<td>$92,329</td>
</tr>
<tr>
<td>Step 12</td>
<td>$93,236</td>
<td>$95,101</td>
<td>$97,003</td>
</tr>
<tr>
<td>Step 13</td>
<td>$94,718</td>
<td>$96,613</td>
<td>$98,546</td>
</tr>
</tbody>
</table>

*FFPP = First Full Pay Period on or after

iii. Where applicable the monthly rate of pay will be determined by dividing the annual rate by 12. If necessary, the weekly rate of pay for an employee will be determined by dividing the annual rate by 52.18 and the fortnightly rate by dividing the annual rate by 26.09.

14.2. ENTRY POINTS AND PROGRESSION

i. For the life of this Agreement this sub-clause overrides sub-clauses 13.2(b) and 13.4 of the Educational Services (Teachers) Award 2010.

ii. Unqualified teachers and teachers teaching on a limited authority to teach will commence on Step 1 of the salary scale in sub-clause 14.1(ii) of this Agreement and will not progress beyond Step 3.

iii. A registered teacher will commence on Step 5 of the salary scale detailed in sub-clause 14.1(ii) of this Agreement.

iv. A teacher who is recognised as five year trained by the Teachers Registration Board will commence on Step 6 of the salary scale detailed in sub-clause 14.1(ii) of this Agreement.
v. If a teacher attains a further recognised teaching qualification, or an unqualified teacher or teacher teaching on a limited authority to teach attains a recognised teaching qualification, then their step level and progression will be adjusted according to the level of their teaching qualifications.

vi. Effective from the date of approval of this Agreement, and subject to a teacher’s satisfactory service during the previous 12 months, full-time and part-time teachers with an FTE of 0.50 or more will progress at the rate of one scale step in the teaching salary scale for each completed full school year of continuous service but will not progress beyond Step 12. Part-time teachers with an FTE of less than 0.50 will progress one scale step in the teaching salary scale after every two completed full school years of continuous service but will not progress beyond Step 12.

vii. Where the aggregate of a part-time teacher’s employment over any two consecutive school years is equal to or more than 1.00 FTE they will be entitled to progress at the rate of one scale step in the teaching salary scale for each of those years, subject to:
   a) the teachers’ employment over each of the two school years has been continuous (i.e. the teacher will have completed 2 x full school years of continuous service);
   b) the satisfactory service of the teacher over the period; and
   c) a maximum progression to Step 12.

viii. Progression to step 13 will be available to teachers with an FTE of 0.50 or more who have been at Step 12 for a minimum period of 12 months and:
   a) Have been certified by the Tasmanian Teachers Registration Board (TRB) to have full registration; and
   b) Who are successful in applying for leadership roles within the School (eg. Assistant Head of School or Key Learning Area Coordinator).

ix. For the purposes of this clause a full school year of continuous service is defined as a calendar year in which the teacher is continuously employed for the duration of the school year. In addition, and also for the purposes of this clause, where a part-time or full-time teacher proceeds on leave without pay during the course of the school year their FTE will be adjusted accordingly by application of the following formula.

\[
\text{Teachers existing FTE} \times \frac{(\text{actual term weeks this school year} - \text{total term weeks leave w/o pay})}{\text{actual term weeks this school year.}}
\]

Note: Both the actual term weeks this school year and the total term weeks leave w/o pay should be calculated to 2 decimal places.

The result of the calculation is the adjusted FTE figure to be used in determining the teacher’s rate of progression in accordance with sub-clause 14(vii), 14(viii) and 14(ix) above.

14.3. ATTENDANCE DAYS

i. For the life of this Agreement this sub-clause is read in conjunction with sub-clauses 19.4 and 19.5 of the Educational Services (Teachers) Award 2010, though the maximum number of attendance days are to be determined by reference to sub-clause 14.3 (ii) herein.

ii. The parties to this Agreement have agreed that the Employer will set the School Calendar for each year to be published no later than 1 July, i.e. 6 months in advance, subject to a ceiling of 200 attendance days per year.

14.4. UNFORESEEN HARDSHIP

i. It is recognised by the parties to this Agreement that the agreed salary increases place a significant
and long term, financial commitment on the Employer. It is further recognised that there may be unforeseen events or circumstances beyond the control of the Employer which may, at some stage during the life of this Agreement, seriously impact on the Employer's ability to pass on the salary increases outlined in this Agreement.

ii. It is agreed by the parties that should the Employer become aware of events or circumstances which seriously impact on their ability to pay a salary increase or increases they shall immediately contact the parties to this Agreement to arrange urgent discussions on the matter. In such circumstances the parties are entitled to a full and frank assessment of the situation from the Employer, including:
   a) Events or circumstances threatening the salary increase or increases.
   b) Full details of any relevant financial data, including any information relevant to the Employer’s capacity to pay.
   c) Details of the proposed actions of the Employer to address the situation.

iii. The parties are obliged to attempt to resolve the matter in good conscience, and to seek an outcome which is both timely and does not place an excessive burden on either the employees or the Employer (including minimising the impact on the operational needs of the school and students).

iv. Where agreement can be reached the outcome is binding on both parties, and shall not constitute a breach of the Agreement.

v. Where the matter cannot be resolved within a period of four weeks or such other period as agreed, the parties are to seek the assistance of the Fair Work Commission.

15 RESPONSIBILITY ALLOWANCES

When a teacher is required to perform the leadership duties of a Head of School or Principal for a period in excess of 1 day, that teacher will be paid a leadership allowance of $50 per day for that position. Payment shall be made from the date that the responsibility commences.

16 ABSORPTION OF FWC ADJUSTMENTS

Provided that the salaries detailed in this Agreement do not fall below the minimum rates set by Fair Work Commission, any FWC adjustments granted during the life of this Agreement will be absorbed into the salary levels applicable under this Agreement.

17 NO FURTHER CLAIMS

It is a condition of this Agreement that the parties will not seek any further claims with respect to salaries or conditions during the life of this Agreement.

18 CASUAL EMPLOYEE

i. For the life of this Agreement this sub-clause overrides sub-clauses 14.5(a) and 14.5(b) of the Educational Services (Teachers) Award 2010 in respect of the Step level salary and casual loading on which the payment for a casual employee’s working less than 4 weeks is based. In all other respects (i.e. the calculation method for determining a half day and full day) the Award sub-clause shall continue to apply.

ii. The Step level annual salary on which a casual employee’s hourly payment is to be based should be determined by reference to sub-clauses 14.1 and 14.2 of this Agreement. The employee is entitled to the appropriate hourly payment plus a casual loading of 20% for each hour, or part thereof, worked on a day.

   PROVIDED THAT, the minimum daily payment to which a casual employee shall be entitled is a half day,
irrespective of the hours worked (if less than the equivalent of a half day).

19 PART-TIME EMPLOYEES

For the life of this Agreement this clause applies in lieu of sub-clause 14.4 of the Educational Services (Teachers) Award 2010:

i. A part-time employee means a person engaged to work on a regular basis for less than 52 weeks per year and/or less hours per day or week than a full-time employee.

ii. The minimum number of periods which a part-time employee may be engaged shall be two per day.

Provided that in exceptional circumstances the Employer may, with agreement in writing between the Employer and the employee, engage an employee for a lesser number of periods than the two prescribed here-in.

iii. A part-time employee will be issued with a contract confirming their part-time loading. Any additional hours worked in excess of this contract will be paid at the rate of a casual employee unless an amended part-time contract is provided.

20 PROFESSIONAL DEVELOPMENT

The parties confirm their commitment to the provision of, and access to, quality professional development for all staff. The amount and type of Professional Development is to be negotiated between the Leadership and Staff and validated by the Board.

21 BUSINESS RELATED EXPENSES AND TRAVEL

The Employer will reimburse employees for authorised out of pocket and other business related expenses. Employees must comply with the Employer’s expense policy as may be applicable from time to time.

A travel allowance or 50c per km up to a maximum of 400km per week will be paid if an employee is required to use their own vehicle for School business.

22 REPLACEMENT TEACHER

i. Replacement teacher means a teacher who is employed for a limited period not to exceed three (3) years duration in order to replace a teacher who is on leave, temporarily transferred or promoted.

ii. The Employer may employ a replacement teacher on either a full-time or part-time basis.

iii. The Employer will pay a replacement teacher at a rate on the salary scale detailed in this Agreement, based on the teacher’s qualifications and number of years experience as a teacher.

iv. The replacement teacher will be entitled to full sick leave, holiday leave and annual leave entitlements.

v. Before a replacement teacher is employed, the Employer shall inform that person in writing of:

   a) The temporary nature of the employment;
   b) the conditions of employment that are applicable under this Agreement, the Award and the NES;
   c) the rights under this Agreement, the Award and the NES of any teacher who is being replaced.
**23 CONTACT TIME**

Contact time includes timetabled teaching load and pastoral care allocations.

Contact time for a full-time post primary teacher shall be a maximum of 40 hours per fortnight. A full-time teacher teaching post primary classes may be allocated a contact time above 40 hours per fortnight by negotiation between the individual staff member and the School management.

A full-time primary teacher shall have a minimum of 4 clear hours per fortnight free for preparation and marking.

A First Year Teacher shall be entitled to a 10% lower contact time, for the first year of the employment at the School, than otherwise allocated to a full-time teacher, if the beginning teacher desires. A part-time First Year Teacher shall be entitled to a similar pro-rata reduction in contact time.

For the purposes of this clause, a First Year Teacher is defined as a qualified teacher, registered as a teacher by the Tasmanian Teachers Registration Board, who is in their first year of employment as a teacher. A first year teacher does not include an unqualified teacher nor a person teaching on a Limited Authority to Teach.

**24 SALARY PACKAGING**

Staff may negotiate packaging of their salary to include non-cash benefits with the Business Manager.

The Employer may offer to provide, and the employee may agree in writing to accept, a remuneration package which includes:

a) Non-cash benefits, valued by the Employer according to the cost to the Employer of the benefit provided, including any Fringe Benefits Tax; and

b) A wage equal to the difference between the value of the non-cash benefits and the wage that would have otherwise applied under this Agreement.

**25 SUPERANNUATION**

Superannuation contributions (including contributions made under Federal Superannuation Guarantee Legislation or salary sacrifice arrangements) will be made to a complying fund of the employee’s choice. If an employee covered by this Agreement fails, for whatever reason, to nominate (in writing) to the Employer the complying fund of their choice within 4 weeks (20 working days) of commencing employment any contribution amount shall be paid to a default fund nominated by the Employer.

An employee is entitled to change funds provided they give a full month’s notice of the requested change.

**26 TERMINATION OF EMPLOYMENT AND REDUNDANCY PAY**

Minimum notice provisions will be determined by reference to Part 2.2 The National Employment Standards (NES), Division 11, Subdivision A of the Fair Work Act.

Should redeployment of staff to suitable alternative employment not be possible, the employer will enter into a redundancy program.

Provided that where the Employer implements a redundancy program the first stage shall be to indicate the redundancy target and to call for voluntary redundancy applications. If insufficient suitable applications are
received within 4 weeks to meet the redundancy target then the program may proceed to involuntary redundancies.

Redundancy target means the number of positions to be made redundant, expressed in terms of FTE, as part of the redundancy program.

27 **LONG SERVICE LEAVE**

Long service leave is accrued by permanent full-time employees at the rate of thirteen weeks for ten years continuous service, i.e. 6.5 work days for each completed year of continuous employment for full-time employees.

Entitlement to long service leave is established after ten years continuous employment.

The Principal has the right to require this long service leave to be taken when due, with a minimum of 6 months’ notice.

Payment for long service leave is to be at the salary received by the employee at the time of commencement of the period of long service leave.

After ten years continuous service, where some service has been at full-time and some at part-time, an employee shall be credited with a long service leave entitlement calculated in accordance with the following sample formula:-

<table>
<thead>
<tr>
<th>Duration &amp; Type of Service</th>
<th>Calculation</th>
<th>Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 years full-time service</td>
<td>8 x 6.5</td>
<td>= 52 days x ordinary pay daily rate @ time of leave</td>
</tr>
<tr>
<td>2 years part-time service @ 0.5FTE</td>
<td>( \frac{1}{2} \times 2 \times 6.5 )</td>
<td>= 6.5 days x ordinary pay daily rate @ time of leave</td>
</tr>
</tbody>
</table>

The calculation of a part-time employee’s long service leave entitlement shall take into consideration the employee’s FTE during each year of continuous employment with the School.

With the exception of the provisions stated herein, which apply in place of any corresponding provisions of the Act, all other provisions of the Long Service Leave Act 1976 shall be observed.

28 **CURRICULUM DEVELOPMENT**

Part-time teaching staff can be requested to participate in a curriculum development exercise which may take place during leave days for which the teacher will be remunerated at an appropriate rate.

29 **WORKPLACE HEALTH AND SAFETY (WHS)**

All employees shall take reasonable care for their own health and safety and that of others. Employees are required to comply with all legal requirements and the employer’s WHS induction, policies and procedures.

Specific terms of reference can be found in Clause 28 of the Work Health and Safety Act 2012 (Tasmania).
30 **ADDITIONAL DUTIES AND MINIMUM BREAKS**

i. For the purpose of this clause additional duties shall include, but may not be limited to, playground duties, meeting or co-curricular activities, or similar activities undertaken during the school’s recess or lunchtime periods.

ii. For the purpose of calculating an employee’s total ordinary hours of work, in accordance with Clause 19 of the Educational Services (Teachers) Award 2010, additional duties shall be counted as work time.

**PROVIDED THAT** additional duties shall not be counted as work time, or work, in respect of Clause 20 of the Educational Services (Teachers) Award 2010. For clarity, the school’s recess or lunchtime periods shall be considered unpaid meal breaks irrespective of any additional duties undertaken during such breaks.

31 **CONSULTATIVE COMMITTEE**

Upon ratification of this Agreement, a consultative committee shall be established and shall operate under its own terms of reference. The parties to this agreement recognise the potential value of workplace consultation.

32 **SCHOOL HOLIDAY LEAVE AND ANNUAL LEAVE**

i. Part-time and full-time employees who work a full year covered by this Agreement are entitled to 4 weeks annual leave, based on their FTE, which is to be taken during, and in conjunction with, school holiday leave.

ii. Provided the provisions of sub-clause 30(i) are observed, the annual leave will be taken as it accrues, and will be taken on that basis throughout each calendar year during the life of this Agreement.

33 **PAID PARENTAL LEAVE**

For the life of this Agreement this clause applies in addition to Part 2.2 The National Employment Standards (NES), Division 5 of the Fair Work Act 2009.

33.1 **PAID PARENTAL LEAVE FOR FEMALE STAFF**

i. A permanent full-time female employee covered by this Agreement who is eligible for parental leave in accordance with the terms of the Fair Work Act shall be entitled to;

   a) leave on full pay for a period determined by the teacher’s accrued paid parental leave entitlement at the time of the commencement of their period of parental leave; and

   b) additional long service leave and/or leave without pay to bring the aggregate parental leave to a continuous leave period not exceeding 52 weeks, or up to 104 weeks where an extended period of unpaid parental leave has been granted in accordance with the Fair Work Act.

   **Important Note:** a minimum of 4 weeks parental leave, whether paid or unpaid, must be taken within the period commencing 6 weeks prior to the expected date of delivery and concluding 6 weeks after the actual date of delivery.

ii. A permanent part-time female employee covered by this Agreement who is eligible for parental leave in accordance with the terms of the Fair Work Act shall be entitled to;

   a) leave on full pay for a period determined by the teacher’s accrued paid parental leave entitlement at the time of the commencement of their period of parental leave; and.

   b) additional long service leave and/or leave without pay to bring the aggregate leave to a continuous period not exceeding 52 weeks, or up to 104 weeks where an extended period of unpaid parental leave has been granted in accordance with the Fair Work Act.
Payment for the period of paid parental leave shall be at the FTE load that the part-time teacher was undertaking immediately prior to the commencement of the parental leave.

Important Note: a minimum of 4 weeks parental leave, whether paid or unpaid, must be taken within the period commencing 6 weeks prior to the expected date of delivery and concluding 6 weeks after the actual date of delivery.

iii. Paid parental leave entitlement accrues on the following basis:

a) A teacher who has not previously taken parental leave is entitled to;
   1. 2 weeks paid parental leave after the completion of one year’s service, and
   2. a further 2 weeks paid parental after completion of their second year of service; and
   3. a further 2 weeks paid parental after completion of their third year of service;

   PROVIDED THAT in each instance the teacher’s service has been continuous (otherwise the date of entitlement shall be adjusted accordingly).

b) A teacher who has previously taken parental leave in the employment of the Employer is entitled to;
   1. 2 weeks paid parental leave after the completion of one year’s service following their return to work after their previous parental leave, and
   2. a further 2 weeks paid parental after the completion of a further one year of service (i.e. completion of their second year following return); and
   3. a further 2 weeks paid parental after the completion of a further one year of service (i.e. completion of their third year following return);

   PROVIDED THAT in each instance the teacher’s service has been continuous (otherwise the date of entitlement shall be adjusted accordingly).

c) For the purposes of calculating an employee’s entitlement to paid parental leave pursuant to subclause (a) an employee’s continuous service will include all continuous service with the Employer from the date that such employment commenced and the calculation of any subsequent paid parental leave pursuant to subclause (b) will be calculated on the period of continuous service since the previous period of parental leave.

iv. No personal leave, long service leave, or annual leave shall be accrued by an employee whilst they are on paid parental leave.

v. Payment for the period of paid leave shall be made in the pay period concluding immediately before the commencement of the parental leave.

vi. Where a teacher decides not to return to work following a period of parental leave, the teacher is required to provide the school with written notice, at least 7 weeks prior to their scheduled date of return to work.

vii. A teacher shall be required to complete a period of at least 12 months continuous service following her return to work from parental leave before being eligible for a further period of paid parental leave in accordance with the above clauses.

33.2 PAID PARENTAL LEAVE FOR MALE STAFF

A permanent male employee covered by this Agreement who has completed a minimum of 12 months continuous employment with the Employer and is entitled to parental leave in accordance with the terms of Part 2.2 The National Employment Standards (NES), Division 5, Sub-division A, sub-clause 70(1)(a)(i) of the Fair Work Act, shall be entitled, subject to application and approval by the Employer, to 5 days paid parental leave to be taken within the period of thirty (30) days after the actual date of delivery of the child.
Signed for and on behalf of:

The Employer - The Common Seal of the Launceston Christian School (Inc.) was affixed in accordance with the provisions of the Constitution of the Association in the presence of the undersigned Directors.

Name: Adrian Bosker
Signature: (Signature)
Date: 09/05/2018

The nominated Representative of the Board of Launceston Christian School

Signed for and on behalf of:

The teachers employed by the Employer under the scope of the Educational Services (Teachers) Award 2010

Name: John Farrow
Signature: (Signature)
Date: 01/05/2018

The nominated Representative of the Employees covered by this Agreement
Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

(1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the agreement deals with 1 or more of the following matters:

   (i) arrangements about when work is performed;
   (ii) overtime rates;
   (iii) penalty rates;
   (iv) allowances;
   (v) leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

(2) The employer must ensure that the terms of the individual flexibility arrangement:

   (a) are about permitted matters under section 172 of the Fair Work Act 2009; and

[b]er unlawful terms under section 194 of the Fair Work Act 2009; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

(3) The employer must ensure that the individual flexibility arrangement:

   (a) is in writing; and

(b) includes the name of the employer and employee; and

(c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) includes details of:
(i) the terms of the enterprise agreement that will be varied by the arrangement; and
(ii) how the arrangement will vary the effect of the terms; and
(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
(e) states the day on which the arrangement commences.

(4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(5) The employer or employee may terminate the individual flexibility arrangement:
(a) by giving no more than 28 days written notice to the other party to the arrangement; or
(b) if the employer and employee agree in writing—at any time.
IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/2081

Applicant:

Launceston Christian School (Inc)
452a West Tamar Road
Riverside
Tasmania, 7250

Undertaking - section 190

I, Graeme Smith, Business Manager of Launceston Christian School give the following undertakings with respect to the Launceston Christian School (Teaching Staff) Enterprise Agreement 2017 – 2020 ("the Agreement"):

1. I have the authority given to me by Launceston Christian School (the "employer") to provide this undertaking in relation to this application before the Fair Work Commission.

2. The employer will provide paid parental leave to employees covered by the proposed Agreement irrespective of gender in accordance with either clause 33.1 or 33.2 as appropriate provided that:
   (a) the necessary agreement service requirements for an employee's entitlement to a period of paid parental leave are satisfied; and
   (b) the circumstances of the leave meet the NES requirements to be considered parental leave; and
   (c) the employee can demonstrate he or she is the primary or secondary care giver for the child or children.

Employer name: Launceston Christian School (Inc)

Authority to sign: Mr Graeme Smith

Signature: [Signature]

Staff Representative: John Farrow

Date: 28 September, 2018